

Account Application for Merrill Lynch Rhode Island Residents

Account Application and Participation Agreement (the "Agreement")

For questions, please contact your Merrill Lynch Advisor. **Please print or type, and keep a copy for your records.**

I hereby establish, as the Participant, an Account representing an interest in the Rhode Island Higher Education Savings Trust (the "Trust") of the Rhode Island Tuition Savings Program known as CollegeBoundfund (the "Program") for the benefit of the Beneficiary named in Section 2, and enter into this Agreement relating to my Account with the Rhode Island Higher Education Assistance Authority (the "Authority"), as Trustee of the Trust. If the Participant establishing the Account is a legal entity, reference in this Agreement to I, my, you, and your refer to that entity. This Agreement is subject to the information concerning the Program and my Account contained in the applicable Program Description, as modified from time to time (the "Program Description"). Each capitalized term used but not defined in this Agreement has the meaning that term has in the Program Description.

For use to establish an Account through a Merrill Lynch Financial Advisor.

1 Participant Registration

(The Participant is the person who owns the Account, makes the Beneficiary designation, directs withdrawals and receives Account statements.)

A. Participant Information

If not an individual, indicate the type of entity (e.g., a corporation, trust), insert the entity's formal name and provide the following information as relevant. If a trust, you are required to submit a trust document that has been certified within the past 60 days along with this Agreement. If a corporation, you are required to submit a corporate resolution, articles of incorporation or a multipurpose certification form as provided by AllianceBernstein. If your corporation is publicly traded, please provide your trading symbol:
Please note, non-resident aliens are not eligible Participants.

Social Security/Tax ID Number

Date of Birth (MM/DD/YY)

/
 /

First Name

M.I.

Last Name

Mailing Address/Address of Record

City

State

RI

ZIP Code

Permanent Residence Address

(Please provide if mailing address is a Post Office Box)

City

State

RI

ZIP Code

Telephone

Citizenship, if other than U.S.

Male

Female

Investment Products Offered

- Are Not FDIC Insured
- May Lose Value
- Are Not Bank Guaranteed

B. Designation of a Successor Participant in the Event of Participant's Death or Disability (Optional)

(The Successor Participant will become the Participant upon your death or disability. If you are opening an Account by transferring cash from an existing UGMA/UTMA Custodial Account, you cannot designate a Successor Participant on this Account Application. If the Participant is not an individual, contact AllianceBernstein for information about designating a Successor Participant.)

If you are an individual designating a Successor Participant, ownership of the Account will be transferred to the Successor Participant upon your death or disability. If you do not designate a Successor Participant, your estate will become the Participant of the Account upon your death. If you are an entity, upon your dissolution, your successor will be designated by operation of law. A Successor Participant has all rights with respect to the Account the prior Participant had.

If not an individual, indicate the type of entity (e.g., a corporation, trust) and insert the entity's formal name and tax identification number.

Social Security/Tax ID Number	Date of Birth (MM/DD/YY)	
<input type="text"/>	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
First Name	M.I.	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

2 Beneficiary Information

(The Beneficiary is the person whose Qualified Higher Education Expenses are payable from the Account.) Please note, non-resident aliens are not eligible Beneficiaries.

Social Security/Tax ID Number	Date of Birth (MM/DD/YY)		
<input type="text"/>	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
First Name	M.I.	Last Name	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mailing Address/Address of Record	City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Permanent Residence Address (Please provide if mailing address is a Post Office Box)	City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Citizenship, if other than U.S.	<input type="checkbox"/> Male	<input type="checkbox"/> Female
<input type="text"/>	<input type="text"/>		

Note: The Beneficiary you name here must be the one for which you intend to use this Account, for the purpose of funding his or her Qualified Higher Education Expenses.

3 Initial Contribution

The minimum initial contribution to open an Account by check is \$250, except that if you participate through an Automatic Contribution Plan, there is no minimum initial contribution. (See Section 5.) See the Program Description for information regarding annual and other administrative charges.

Enclosed Contribution, if any

\$

(Checks should be made payable to "CollegeBoundfund.")

4 Investment Options

This section must be completed.

Each Allocation Portfolio is described in the Program Description.

A. Education Strategies Portfolios

The minimum initial contribution to open an Account invested through any Education Strategies Portfolio is \$250, except if you will be contributing through an Automatic Contribution Plan. You may open more than one Account, each with a different Education Strategies Portfolio. For each Account, indicate the amount of your initial Contribution on the appropriate line for the desired Portfolio. Or, if you choose an Automatic Contribution Plan, you should select the desired Portfolio for an Account by checking the appropriate box for the Portfolio and then complete Section 5.C.

Portfolios

- Age-Based Aggressive Portfolio \$ _____
\$250 minimum
- Age-Based Portfolio \$ _____
\$250 minimum
- Appreciation Portfolio \$ _____
\$250 minimum
- Balanced Portfolio \$ _____
\$250 minimum
- Preservation Portfolio \$ _____
\$250 minimum

Note: The minimum initial contribution by check is \$250, except if you are contributing through an Automatic Contribution Plan, in which case there is no minimum.

B. Individual Fund Portfolios

Instead of, or in addition to, an Account for which an Education Strategies Portfolio is selected, you may establish an Account in any of the Individual Fund Portfolios listed below, provided that a minimum initial contribution of at least \$250 is allocated to each Portfolio you select. Or, if you select an Automatic Contribution Plan, there is no minimum investment required to select any of the Individual Fund Portfolios below. To select an Automatic Contribution Plan, you should select the desired Individual Fund Portfolio(s) for an Account by checking the appropriate box(es) and then complete Section 5.C.

You may select any one or more of the Individual Fund Portfolios by indicating the amount for that Portfolio below.

- CBf – AllianceBernstein Large Cap Growth Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein Mid-Cap Growth Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein Small Cap Growth Portfolio \$ _____
\$250 minimum
- CBf – AllianceBernstein Global Technology Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein Growth and Income Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein Value Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein International Value Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein Small/Mid Cap Value Fund \$ _____
\$250 minimum
- CBf – AllianceBernstein Intermediate Bond Portfolio \$ _____
(Formerly Quality Bond Portfolio)
\$250 minimum
- CBf – Principal-Protection Income Portfolio \$ _____
\$250 minimum

Note: The minimum initial contribution by check is \$250, except if you are contributing through an Automatic Contribution Plan, in which case there is no minimum.

5 Contribution Options

You can make additional Contributions by check payable to “CollegeBoundfund.” Each subsequent Contribution should be accompanied by a Contribution Form provided with each Account statement or available by calling toll-free at 888-324-5057. You may also contribute in the following ways:

A. Transfer/Rollover from Another Account or Qualified Tuition Program and Contributions from Other Sources

- Check here if you are (i) making a Transfer/Rollover from another CollegeBoundfund Account, (ii) making a Transfer/Rollover from another Qualified Tuition Program, (iii) contributing an amount distributed from a Coverdell Education Savings Account or (iv) contributing proceeds from a United States Savings Bond redemption.
- Check here if you are transferring cash from an existing UGMA/UTMA Custodial Account.

If you checked either of these boxes, you must also complete and submit with this Agreement an Incoming Transfer/Rollover Form. To request an Incoming Transfer/Rollover Form, call 888-324-5057.

B. Purchases Via Electronic Funds Transfer

You can call toll-free at 888-324-5057 and instruct AllianceBernstein Investments, Inc. in a recorded conversation to effect a Contribution to your Account via Electronic Funds Transfer (“EFT”), which instructions are to include a direction as to the Account to which the Contribution is being made and, if the Account is being invested in more than one Allocation Portfolio, the portion of the Contribution to be allocated to each. (An allocation need not be made to each Allocation Portfolio.)

- I authorize AllianceBernstein Investments, Inc. to effect a Contribution via EFT from the bank account indicated, according to my telephone instructions or telephone instructions from my Merrill Lynch Financial Advisor.

6 Monthly Reallocations of Investment Options (Optional)

If you so choose, you may elect to make automatic monthly reallocations from one or more of the Allocation Portfolios you have selected to one or more Allocation Portfolio(s), provided (i) the initial Contribution to your Account to be invested through the Allocation Portfolio(s) included with this Agreement is at least \$1,000 and (ii) at least \$500 per month is reallocated to each selected Allocation Portfolio.

Your monthly reallocations from your Allocation Portfolios will continue until there is no balance remaining (including an amount resulting from subsequent Contributions allocated to that Portfolio) in that Allocation Portfolio. You will be able to elect to stop the reallocations only in the limited circumstances in which an investment election may be changed as described in the Program Description.

I authorize AllianceBernstein Investments, Inc. to effect monthly reallocations from my Account invested through the Allocation Portfolio(s) noted below to the indicated Allocation Portfolio(s) as follows:

From: _____ Name of Allocation Portfolio	To: _____ Name of Allocation Portfolio	Beginning Date ¹ (MM/DD) □□/□□	\$ _____ Amount (\$500 minimum)
From: _____ Name of Allocation Portfolio	To: _____ Name of Allocation Portfolio	Beginning Date ¹ (MM/DD) □□/□□	\$ _____ Amount (\$500 minimum)
From: _____ Name of Allocation Portfolio	To: _____ Name of Allocation Portfolio	Beginning Date ¹ (MM/DD) □□/□□	\$ _____ Amount (\$500 minimum)

For more than three Allocation Portfolios, please provide the pertinent information on a separate sheet of paper.

If the above elected reallocation is to one or more Allocation Portfolios other than one through which an existing Account you have established having the same Beneficiary as the Account from which the reallocation is to be made, your reallocation election is also the establishment of a new Account having that Beneficiary for each such new Allocation Portfolio, and each such new Account is to be governed by the terms and conditions of this Participation Agreement.

*A Medallion Signature Guarantee is a guarantee that a signature is true and correct. You can have this form Medallion Signature Guaranteed by any financial institution that is an eligible guarantor, including banks, brokers, dealers, credit unions, national securities exchanges and savings associations.

7 Telephone Withdrawals by Check

Unless I have checked the box below, these privileges will automatically apply, and by signing this Agreement, I hereby authorize AllianceBernstein Investments, Inc. ("AllianceBernstein") to act on my telephone instructions, or on telephone instructions from my duly authorized Merrill Lynch Financial Advisor acting on my behalf. Telephone redemption checks will only be mailed to the Participant or Beneficiary of the Account. The current maximum telephone redemption amount is \$100,000 for redemptions by check payable to the Participant and mailed to the Participant's address of record, and \$7,500 in a 30 day period for redemptions payable to the Beneficiary and mailed to any address requested.

I do not elect the telephone withdrawal by check service

By selecting the above telephone privileges, I agree that neither CollegeBoundfund nor AllianceBernstein; its affiliates or their agents, will be liable for any loss, injury, damage, or expense as a result of acting upon telephone instructions purporting to be on my behalf, that AllianceBernstein reasonably believes to be genuine, and that neither AllianceBernstein nor any such party will be responsible for the authenticity of such telephone instructions. I understand that telephone withdrawals are subject to such limitations as AllianceBernstein may impose from time to time. I understand that any or all of these privileges may be discontinued by me or AllianceBernstein at any time. I understand and agree that AllianceBernstein reserves the right to refuse any telephone instructions and that my Merrill Lynch Financial Advisor reserves the right to refuse to issue any telephone instructions I may request.

8 Statement Delivery Options (Optional)

If you would like to receive your quarterly Account statements over the Internet, please enter your email address here:

_____. Otherwise, your statements will be sent by U.S. mail.

If you have provided your email address, an email will be sent to you after each calendar quarter notifying you when your quarterly Account statement is available for viewing online. You will need to visit www.collegeboundfund.com and enter your Social Security Number or Tax ID Number and password to access your statement.

¹Reallocations will occur on the date selected, and if that day in a given month is not a Business Day, on the next Business Day.

9 Signature

AllianceBernstein is required by law to obtain, verify and record certain personal information from you or persons on your behalf in order to establish the Account. Required information includes name, date of birth, permanent residential address and social security/taxpayer identification number. We may also ask to see other identifying documents. If you do not provide the information, AllianceBernstein may not be able to open your Account. By signing below, you agree to provide this information and confirm that this information is true and correct. If we are unable to verify your identity, or that of another person(s) authorized to act on your behalf, or if we believe we have identified potentially criminal activity, we reserve the right to take action as we deem appropriate which may include closing your Account.

I hereby certify that I am of legal age and capacity and that all of the information contained in this Agreement is true, complete and correct, and I enter into this Agreement and authorize that an Account be established based on this information.

I hereby authorize the charges as described in the Sales and asset-Based Charges Addendum to the Program Description.

I certify under penalty of perjury that (1) the number shown in Section 1A of this Agreement is my correct taxpayer identification number, (2) I am a U.S. person (including a U.S. resident alien), (3) to the best of my knowledge the numbers shown in Section 1B and 1C (if applicable) and in Section 2 are the correct taxpayer identification numbers for the persons listed, and (4) the persons listed in Sections 1B, 1C and 2 are U.S. persons (including resident aliens).

Signature of Participant

Date

(If the Participant is a legal entity, the title of the individual signing for the entity should be indicated.)

For AllianceBernstein Investments, Inc. Use Only

Principal's Signature

Securities Representative's Signature

10 Merrill Lynch Financial Advisor

Registered Representative's First Name Mr. Mrs. Ms.

M.I.

Last Name

Telephone

Branch office street address

City

State

ZIP Code

Branch Number

Rep Number

Authorized Signature of Financial Advisor's Firm

Date

Please return your completed application with a Merrill Lynch 529 Profile Form to:

Merrill Lynch College Plan Services
1400 Merrill Lynch Drive, 1 North
Pennington, NJ 08534

Please make sure:

- The account owner's date of birth, Tax ID number, and residential address are complete.
- The beneficiary date of birth, Tax ID number, and Residential address are complete.
- The Financial Advisor information including ID number and branch office ID number are included.

Agreements, Representations and Warranties of the Participant

A. Certain Agreements, Representations and Warranties. I hereby agree with, and represent and warrant to, the Authority, as Trustee of the Trust, as follows:

1. I have received, read and understand the Program Description applicable to the Account as currently in effect. I have been given the opportunity to obtain answers to all of my questions concerning the Program, the Account and this Agreement. In making a decision to open an Account and enter into this Agreement, I have not relied upon any representations or other information, whether oral or written, other than as set forth in the Program Description and this Agreement.
 2. I certify that I intend that this Account fund Qualified Higher Education Expenses of the Beneficiary of the Account, that each Contribution to the Account will be for that purpose, and that I will not make any Contributions in excess of limitations established by the Authority from time to time as referred to in Paragraph C below.
 3. I recognize that the investment of the Account involves certain risks, and that I have taken into consideration and understand the risk factors relating to such investments, including, but not limited to, those set forth in the Program Description under the captions "PROGRAM INVESTMENTS" and "PROGRAM RISKS AND OTHER SIGNIFICANT CONSIDERATIONS" and in the "UNDERLYING PORTFOLIOS ADDENDUM" and the "EDUCATION STRATEGIES PORTFOLIOS AND ALLOCATION PERCENTAGES ADDENDUM" to the Program Description. I understand that none of the United States, the State of Rhode Island, the Authority, any agency or instrumentality of the Federal government or the State of Rhode Island, AllianceBernstein L.P. and its affiliates, any successor Program Manager, or any agent or representative retained in connection with the Program, or any other person, is an insurer of, makes any guarantee of, or has any legal or moral obligation to insure the ultimate payout of all or any portion of any amount contributed to my Account or that there will be any investment return, or an investment return at any particular level, on my Account.
 4. I recognize that neither I nor the Beneficiary of the Account is or will be permitted to have any role in the selection or retention of the Program Manager or to direct the investment of the Account, either directly or indirectly except as referred to in the Program Description.
 5. I acknowledge that the Program does not involve any guarantee or commitment whatsoever of or from the United States, the State of Rhode Island, the Authority, the Program Manager or any other person that: (a) my Beneficiary will be admitted to any Institution of Higher Education; (b) upon admission to an Institution of Higher Education, my Beneficiary will be permitted to continue to attend; (c) my Beneficiary will receive a degree from any Institution of Higher Education; (d) Rhode Island State residency will be created for tax, financial aid eligibility or any other purpose for my Beneficiary because of my Beneficiary's designation in that capacity; or (e) Contributions to my Account plus the earnings thereon will be sufficient to cover any particular Qualified Higher Education Expenses of my Beneficiary.
 6. I have full power and authority to enter into and perform this Agreement or, if the Participant is a minor and I am executing this Agreement in a representative or fiduciary capacity on the minor's behalf, I have full power and authority to do so. I believe that the Allocation Portfolio selected in this Agreement is suitable for me, or, if relevant, the minor involved.
 7. I authorize the Authority and its affiliates and agents to initiate debit entries if I have elected to participate in the Automatic Contribution Plan or to contribute pursuant to telephone instructions. This authorization will remain effective until I notify the Program Manager in writing of its termination and until the Program Manager has reasonable time to act on that termination.
 8. If the person establishing the Account is a legal entity, in addition to the understandings, agreements, representations and warranties set forth herein which shall apply to that entity, the individual signing this Account Application and Participation Agreement for the entity represents and warrants that (a) the entity may legally become and thereafter be the Participant of the Account, (b) he or she is duly authorized to so act for the entity, (c) the Program Description may not discuss tax consequences and other aspects of the Program of particular relevance to the entity and persons having an interest therein, and (d) the entity has consulted with and relied on a professional advisor, as deemed appropriate by the entity, before becoming a Participant.
 9. I understand and agree that, if I submit this Agreement through my Merrill Lynch Financial Advisor and my Merrill Lynch Financial Advisor utilizes the settlement services provided by the National Securities Clearing Corporation (NSCC), I may be deemed to have made delivery of this Agreement to the Authority through my Merrill Lynch Financial Advisor then acting on behalf of the Authority; and I agree that in such case this Agreement may be accepted by the Authority, and a binding agreement between us created, by the Authority's act of establishing an Account on my behalf.
- B. Penalties, Fees and Other Charges.** I understand and agree that I will be penalized for making Non-Qualified Withdrawals and that the Non-Qualified Withdrawal Penalty is currently a tax at the rate of 10% of the amount of the earnings included within a Non-Qualified Withdrawal. I acknowledge that the rate and nature of this penalty may change and that the fees and expenses charged in respect of the Underlying Portfolios in which my Account balance will be invested are also subject to change, as described in the Program Description. In addition, I acknowledge and agree that I am subject to other fees and charges as referred to in the applicable Program Description, which fees and charges may from time to time change.
- C. Rules and Regulations.** The Account and this Agreement are subject to Rules and Regulations adopted as part of the Program by the Authority, including rules or regulations to prevent Contributions on behalf of a Beneficiary in excess of those permitted under Section 529.
- D. Necessity of Qualification.** I understand that the Program is intended to be a program qualified under Section 529 and to achieve favorable Rhode Island tax treatment under Rhode Island law. I agree that the Authority may make changes to the Program, this Agreement and the Program Description at any time if the Authority determines that such changes are necessary for the continuation of the federal income tax treatment provided by Section 529 or the favorable Rhode Island State income tax treatment provided by Rhode Island state law, or any similar successor legislation.
- E. Finality of Decisions and Interpretations.** All decisions and interpretations by the Authority and the Program Manager in connection with the operation of the Program shall be final and binding on each Participant, Beneficiary and other person affected thereby.
- F. Indemnity.** I understand that the establishment of my Account is based upon my agreements, representations and warranties set forth in this Agreement. I will indemnify and hold harmless the Authority, AllianceBernstein L.P. and its affiliates, any successor Program Manager, and any agents or representatives of any of the foregoing, from and against any and all loss, damage, liability or expense, including reasonable attorney's fees, that any of them may incur by reason of, or in connection with, any misstatement or misrepresentation made by me herein or otherwise with respect to my Account, and any breach by me of any of the agreements, representations or warranties contained in this Agreement. All of my agreements, representations and warranties will survive the termination of this Agreement.
- G. Effectiveness of this Agreement.** This Agreement will become effective upon the opening of the Account by the Program Manager.
- H. Binding Nature, Third-Party Beneficiaries.** This Agreement will survive my death or dissolution, as applicable, and will be binding upon my personal representatives, heirs, successors and assigns, as applicable. The Program Manager is a third-party beneficiary of my agreements, representations and warranties in this Agreement.
- I. Amendment and Termination.** At any time, and from time to time, the Authority may amend this Agreement, or the Program may be suspended or terminated, but except as permissible under applicable law, my Account may not thereby be diverted from my exclusive benefit.
- J. Governing Law.** The Program and this Agreement are governed by Rhode Island law, and I submit to the exclusive jurisdiction of courts in Rhode Island for all legal proceedings arising out of or relating to the Program or this Agreement.
- K. Householding.** In order to reduce the amount of duplicative mail that is sent to homes with more than one CollegeBoundfund Account and to reduce expenses, the Program will send only one copy of each Program Description, annual report and other communications about the Program to each household address. This process, known as householding, does not apply to account statements, confirmations or personal tax information. If you do not wish to participate in householding, call 888-324-5057.

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529-1505-0806



Paul J. Tavares
General Treasurer



William H. Hurry
Executive Director